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United States District Court  
Southern District of Texas  
FILED

**SEP 18 2003**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

Michael N. Milby, Clerk

UNITED STATES OF AMERICA

vs.

ANANT MAUSKAR  
NADINE NORMAN  
ANIEFIOK JIMMY EKing  
LORINE HAWTHORNE  
PAMELA RUSSELL  
ITA JOHN OBOT

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CRIMINAL NO. H-03-368

18 U.S.C. § 371  
18 U.S.C. § 1347  
42 U.S.C. § 1320a-7b(b)(1)(A)  
42 U.S.C. § 1320a-7b(b)(2)(A)  
18 U.S.C. § 928(b)(1)

Defendant

**INDICTMENT**

THE GRAND JURY CHARGES:

**COUNT ONE**

(Conspiracy – 18 U.S.C. § 371)

**A. INTRODUCTION**

At all times material to this indictment:

**THE MEDICARE PROGRAM**

1. The Medicare Program ("Medicare") was a federally funded health insurance program that provided health care benefits to certain individuals, primarily the elderly, blind, and disabled. Medicare was administered by the Centers for Medicare and Medicaid Services (CMS), an agency of the United States Department of Health and Human Services, which was

formerly known as the Health Care Financing Administration ("HCFA").

2. Medicare was a "health care benefit program" as defined by Title 18, United States Code, Section 24(b).

3. Medicare Part B helped pay for certain physician services, outpatient services, and other services, including durable medical equipment ("DME") that were medically necessary and were ordered by licensed medical doctors or other qualified health care providers. DME is equipment that is designed for repeated use and for a medical purpose, such as an electric or motorized wheelchair, also known as a "power wheelchair."

4. HHS through CMS, contracted with TrailBlazer Health Enterprises, LLC located in Dallas, Texas to process claims submitted by physicians and others health care providers. Individuals who received benefits under Medicare were often referred to as Medicare "beneficiaries."

### **THE MEDICAID PROGRAM**

5. The Medicaid program is a state-administered health insurance program funded predominantly by the United States Government and administered by the State of Texas. The Medicaid program helps pay for reasonable and necessary medical procedures and services provided to individuals who are deemed eligible under state low-income programs. The Texas Medicaid Program is a cooperative federal-state program to furnish medical assistance to the indigent. Among the types of reimbursable medical assistance available to covered persons are durable medical equipment.

6. The State of Texas contracts with the National Heritage Insurance Company (NHIC)

to process and pay claims submitted by health care providers.

7. Upon assignment of a Medicaid provider number to a health care provider, the current Texas Medicaid Provider Procedures manual was distributed to the provider. Subsequent to that, NHIC mailed to the provider all Texas Medicaid Bulletins, which included updates to the procedure manual distributed by NHIC. The procedure manual, bulletins and updates contained the rules and regulations pertaining to services covered by Medicaid and how to appropriately bill for providing these services to recipients.

8. The Medicaid Program in Texas may pay a portion of a claim originally submitted to Medicare in the event the patient has both Medicare and Medicaid coverage. This portion was generally twenty percent of the Medicare allowance for the billed charge. Medicaid will pay its portion if Medicare originally allowed the claim. If a Medicaid recipient was not also a Medicare beneficiary, the claims may have been submitted directly to Medicaid. The guidelines regarding payment of these claims were contained in the Provider Procedures manual given to durable medical equipment providers upon enrollment in the Medicaid Program and were similar to Medicare guidelines.

9. Medicaid regulations required that a provider document every service rendered to a patient for which a bill is submitted to Medicare and/or Medicaid. This documentation was part of the patient's medical records and was required to be retained by the provider for a period of not less than five (5) years.

#### **DME Suppliers and Medicare Billing Procedures**

10. In order to bill Medicare for DME equipment, a DME supplier had to be an approved Medicare supplier. The DME supplier obtained this approval by submitting an

application to HCFA. If the supplier met certain minimum qualifications, Medicare approved the application. The DME supplier was issued a unique identification number called a "supplier number." The DME supplier was then able to submit bills, known as "claims," for payment to Medicare for the cost of DME supplied to beneficiaries.

11. Medicare permitted approved DME suppliers to submit Medicare claims on paper or electronically.. Medicare required that claims contain the following: the beneficiary's name and Medicare identification number; the name and unique provider identification number of the doctor who ordered the item or service; the item or service that was provided by the supplier; the date of service; and the charge for the item or service.

12. In Texas, Medicare Part B was administered by Palmetto Government Benefits Administrators, which had entered into a contract with the United States Department of Health and Human Services and CMS to serve as the entity or "carrier" that received, processed, and paid Medicare claims for DME, including those relating to power wheelchairs.

**Power Wheelchairs and Certificates of Medical Necessity ("CMN")**

13. Under Medicare rules, Medicare Part B would pay for the cost of a power wheelchair and accessories supplied to a beneficiary when the beneficiary had a serious, long-term medical or physical condition; a power wheelchair was medically necessary for the beneficiary; the beneficiary could not operate a manual (non-motorized) wheelchair; and the beneficiary was capable of safely operating the controls for a power wheelchair. To be eligible to receive a power wheelchair Medicare rules require that a beneficiary exhibit severe weakness of the upper extremities and be unable to walk over long periods of time.

14. In order for a DME supplier to be paid for providing a power wheelchair and

accessories to a beneficiary, Medicare required the supplier to obtain documentation that the wheelchair was medically necessary. A specific document, called the HCFA Form 843, was required to establish medical necessity. In the HCFA Form 843, also known as a "CMN", the Medicare beneficiary's treating doctor was required to set forth the medical necessity for the power wheelchair. Among other matters, the doctor was required to certify that the beneficiary had severe weakness of the upper extremities due to a neurologic, muscular, or cardiopulmonary disease or condition, and that the beneficiary was unable to operate any type of manual wheelchair. The doctor was also required to sign the CMN after attesting that he or she was the beneficiary's treating physician and the medical necessity information was true, accurate, and complete.

15. The CMN included a section that described the power wheelchair and accessories that were ordered by the beneficiary's treating doctor and contained the DME supplier's charge for these items. This section of the CMN formed the basis for the bill that the DME supplier would send to Medicare in order to be paid for the cost of providing the power wheelchair and accessories.

16. A DME supplier who billed Medicare for the cost of a power wheelchair and accessories was required to submit the completed and signed CMN. If the claim was submitted electronically, then all of the information from the CMN was required to be submitted electronically.

#### **THE DEFENDANTS AND ASSOCIATES**

17. ANANT MAUSKAR, defendant herein, was a medical doctor licensed by the State of Texas to practice medicine. ANANT MAUSKAR, was the owner of a medical clinic which

operated at 8300 Homestead Road, in Houston, Texas.

18. ANIEFIOK JIMMY E KING, defendant herein, resided in Houston, Texas and was the owner of MEDICAL EQUIPMENT AND SUPPLIES and MESCORP, companies which provided durable medical equipment and supplies.

19. NADINE NORMAN, defendant herein, resided in Houston, Texas and was employed by MAUSKAR as his office manager.

20. LORINE HAWTHORNE, defendant herein, resided in Houston, Texas and was employed by E KING to solicit and recruit Medicare beneficiaries.

21. PAMELA RUSSELL, defendant herein, resided in Houston, Texas and was employed by E KING to solicit and recruit Medicare beneficiaries.

#### **DME COMPANIES**

22. MEDICAL EQUIPMENT & SUPPLIES was a DME supply company that was owned and operated by ANIEFIOK JIMMY E KING. MEDICAL EQUIPMENT & SUPPLIES was established on or about February 20, 2001 as a DME supplier, with an emphasis on supplying power wheelchairs. MEDICAL EQUIPMENT & SUPPLIES in located in Houston, Texas, where it remained until Medicare suspended payments on or about May 27, 2003, and the company stopped conducting business.

23. MESCORP was a DME supply company that was owned and operated by ANIEFIOK JIMMY E KING. MESCORP was established on or about November 8, 2001 as a DME supplier, with an emphasis on supplying power wheelchairs. MESCORP was located in Houston, Texas, where it remained until Medicare suspended payments on or about May 27, 2003, and the company stopped conducting business.

24. BEST MEDICAL EQUIPMENT & SUPPLIES (BEST) was a DME supply company that was owned and operated by ITA JOHN OBOT. BEST was established on or about August 27, 2001 as a DME supplier, with an emphasis on supplying power wheelchairs. BEST was located in Houston, Texas, where it remained until Medicare revoked their DME supplier number on June 6, 2003 and stopped conducting business.

25. From in or about October 2001 and continuing through May 2003, ANANT MAUSKAR, as the referring/authorizing physician, and DME companies, as providers of motorized wheelchairs, billed Medicare/Medicaid approximately \$32 million and were paid approximately \$16 million for services and equipment claimed to have been medically necessary for the health and well-being of Medicare/Medicaid beneficiaries. These claims were false, fraudulent and fictitious.

#### **B. THE CONSPIRACY**

26. Beginning in or about October 2001, the exact time being unknown to the Grand Jury and continuing thereafter to in or about May 2003, in the Houston Division of the Southern District of Texas and elsewhere, defendants,

ANANT MAUSKAR  
NADINE NORMAN  
ANIEFIOK JIMMY E KING  
LORINE HAWTHORNE  
PAMELA RUSSELL

did knowingly, intentionally, and willfully combine, conspire, confederate and agree with other persons known and unknown to the Grand Jury to commit and aid and abet certain offenses against the United States:

- a. To violate the Health Care Fraud statute, that is, to knowingly and willfully execute and attempt to execute, a scheme and artifice: (1) to defraud a health care benefit program; namely the Medicare program; and (2) to obtain, by means of material false and fraudulent pretenses, representations, and promises, money and property owned by, or under the custody and control of, a health care benefit program, namely, Medicare; in connection with the delivery of and payment for health care benefits, items and services, namely power wheelchairs in violation of Title 18, United States Code Section 1347;
- b. To violate the Anti-Kickback statute by knowingly and willfully offering and paying any remuneration (including any kickback) directly or indirectly, overtly or covertly, in cash or in kind to induce the referral of Medicare/Medicaid beneficiaries for the furnishing and arranging for the furnishing of any item or service for which payment may be made in whole or in part under the Medicare and Medicaid programs, in violations of Title 42 U.S.C. §1320a-7b(b)(1)(A) and Title 42 U.S.C. §1320a-7b(b)(2)(A); that is, to pay for the referral of Medicare/Medicaid patients and to receive payment in connection with the referral of Medicare/Medicaid patients..

### **C. OBJECT OF THE CONSPIRACY**

27. It was the object of the conspiracy concerning power wheelchair claims for defendants to unlawfully enrich themselves by falsely and fraudulently representing that Medicare/Medicaid beneficiaries':



- a. conditions were such that without the use of a power wheelchair, the beneficiaries would otherwise be bed or wheelchair confined;
- b. conditions were such that a power wheelchair was medically necessary and that the beneficiaries were unable to operate a manual wheelchair; and
- c. the beneficiaries suffered from severe weakness of the upper extremity due to a neurologic or muscular/disease condition.

when in fact the defendants well knew the beneficiaries did not suffer from such condition and did not qualify to receive a power wheelchair under Medicare/Medicaid rules.

#### **D. MANNER AND MEANS**

The manner and means of the conspiracy included, but were not limited to, the following:

28. Defendant ANANT MAUSKAR would and did cause Medicare/Medicaid to be billed for evaluations, services and DME provided to Medicare/Medicaid beneficiaries, as if they were required because :

- a) the beneficiaries' medical conditions were such that without the use of a power wheelchair, the beneficiaries would otherwise be confined to a bed or chair;
- b) the beneficiaries' medical condition rendered them incapable of operating a manual wheelchair; and
- c) the beneficiaries suffered from a neurologic or muscular disease/condition that resulted in severe weakness of the upper extremities;

29. Defendant LORINE HAWTHORNE would and did routinely solicit and recruit Medicare beneficiaries and accompany them to defendant ANANT MAUSKAR's clinic.

30. Defendant LORINE HAWTHORNE would and did receive between \$200 and \$800 in cash from DME companies for each Medicare beneficiary who was approved by

defendant ANANT MAUSKAR to receive a power wheelchair.

31. Defendant PAMELA RUSSELL would and did routinely solicit and recruit Medicare beneficiaries and accompany them to defendant ANANT MAUSKAR's clinic.

32. Defendant PAMELA RUSSELL would and did receive between \$200 and \$800 in cash from DME companies for each Medicare beneficiary who was approved by defendant ANANT MAUSKAR to receive a power wheelchair.

33. Defendant ANANT MAUSKAR would and did routinely receive kickbacks from owners of DME companies and individuals who solicited and recruited Medicare beneficiaries.

34. Defendant ANANT MAUSKAR would and did approve and authorize Medicare beneficiaries to receive power wheelchairs when in fact the defendant well knew they did not qualify for such DME.

35. Defendant ANANT MAUSKAR would and did bill Medicare for performing medical tests which the defendant well knew was not medically necessary for health and well being of Medicare beneficiaries.

36. Defendant NADINE NORMAN would and did receive kickback payments on behalf of defendant ANANT MAUSKAR from DME companies and individuals who solicited and recruited Medicare beneficiaries.

37. Defendant ANIEFIOK JIMMY EKING would and did pay kickbacks to defendant ANANT MAUSKAR for being provided CMN's authorizing a Medicare beneficiary to receive a power wheelchair.

38. Defendant ANIEFIOK JIMMY EKING would and did routinely bill Medicare for providing power wheelchairs to Medicare beneficiaries when in fact the defendant had actually

provided a less expensive item known as a scooter and in some instances, no equipment or items at all.

#### **E. OVERT ACTS**

39. In furtherance of the conspiracy and to effect the objects thereof, the following Overt Acts, among others, were committed in the Southern District of Texas,

(1) On or about February 15, 1990, defendant ANANT MAUSKAR became an approved Medicare provider.

(2) On April 29, 2002, defendant LORINE ROSHAWN HAWTHORNE solicited a Medicare beneficiary who was taken to defendant ANANT MAUSKAR's, clinic for purposes of being approved for power wheelchair.

(3) On April 29, 2002, defendant ANANT MAUSKAR, received a kickback from ANIEFIOK EKING in exchange for approving a Medicare beneficiary to receive a power wheelchair.

(4) On April 29, 2002, defendant ANANT MAUSKAR, caused to be submitted a claim to Medicare for an evaluation for wheezing as a result of a referral of a patient for medical services that were not medically necessary.

(5) On April 30, 2002, defendant ANIEFIOK EKING caused to be submitted a claim to Medicare for a motorized wheelchair and accessories as a result of a referral of a patient for medical services that were not medically necessary.

(6) On or about July 25, 2002, defendant LORINE ROSHAWN HAWTHORNE solicited a Medicare and Medicaid beneficiary who was taken to defendant ANANT MAUSKAR's clinic for the purpose of being approved for a power wheelchair.

(7) On or about July 25, 2002 defendant ANANT MAUSKAR, received a kickback from ANIEFIOK EKing in exchange for approving a Medicare beneficiary to receive a power wheelchair.

(8) On or about July 25, 2002, defendant ANANT MAUSKAR, caused to be submitted a claim to Medicare for an evaluation for wheezing as a result of a referral of a patient for medical services that were not medically necessary.

(9) On or about July 25, 2002 defendant ANANT MAUSKAR, received a kickback from ANIEFIOK EKing in exchange for approving a Medicare beneficiary to receive a power wheelchair.

(10) On or about August 9, 2002, defendant ANIEFIOK EKing caused to be submitted a claim to Medicare for a motorized wheelchair and accessories as a result of a referral of a patient for medical services that were not medically necessary.

(11) On or about August 30, 2002, defendant LORINE ROSHAWN HAWTHORNE solicited and accompanied a Medicare beneficiary to defendant ANANT MAUSKAR's clinic for the purpose of the Medicare beneficiary being evaluated for a power wheelchair in exchange for MAUSKAR's receipt of a kickback.

(12) On or about August 30, 2002, defendant NADINE NORMAN received a kickback in the form of cash from defendant LORINE ROSHAWN HAWTHORNE in exchange for her receipt of a CMN from defendant ANANT MAUSKAR approving a Medicare beneficiary for a power wheelchair.

(13) On or about August 30, 2002, defendant ANANT MAUSKAR caused to be submitted a claim to Medicare for a lumbar injection as a result of a referral of a Medicare

beneficiary for medical services that were not medically necessary.

(14) On or about August 30, 2002, defendant ANANT MAUSKAR signed a CMN approving a Medicare beneficiary to receive a power wheelchair when the defendant well knew the beneficiary did not qualify for such equipment under Medicare/Medicaid rules.

(15) On or about August 30, 2002, defendant ANIEFIOK JIMMY EKING caused to be submitted a claim to Medicare for a power wheelchair and accessories as a result of a referral of a Medicare beneficiary to defendant ANANT MAUSKAR for medical services that were not medically necessary.

**In violation of Title 18, United States Code, Section 371.**

**COUNTS TWO THROUGH SEVENTY-SIX**  
**(Health Care Fraud-Durable Medical Equipment)**  
**18 U.S.C. § 1347**

1. The Grand Jury realleges paragraphs 1 through 25 and 28 through 38 of Count One above and incorporates them as if alleged herein.
2. Beginning in or about 2001, defendants identified herein, billed Medicare and Medicaid for services provided to Medicare beneficiaries who were unlawfully referred to a health care provider the purpose of authorizing and approving beneficiaries to receive a power wheelchair when they did not qualify under Medicare guidelines. As a result of this unlawful scheme, Medicare was billed in excess of \$32 million and paid in excess of \$16 million for the false and fraudulent claims identified below.

### **Purpose of the Scheme to Defraud**

3. It was the purpose of the scheme to defraud to fraudulently obtain money from the Medicare/Medicaid programs by billing for evaluations and providing DME, namely power wheelchairs and accessories under procedure code K0011 as if they were required because:

- a. the beneficiaries' medical condition was such that without the use of a power wheelchair, the beneficiary would otherwise be bed or wheelchair confined;
- b. the beneficiaries' medical condition rendered them incapable of operating a manual wheelchair; and
- c. the beneficiaries suffered from a neurologic or muscular disease/condition that resulted in severe weakness of the upper extremities;

### **Scheme to Defraud**

4. It was a part of the scheme and artifice to defraud that the defendants would and did submit and cause to be submitted claims to the Medicare/Medicaid programs which were false or fraudulent in numerous ways including the following:

- a. the beneficiaries' medical conditions were such that without the use of a power wheelchair, the beneficiaries would otherwise be bed or wheelchair confined;
- b. the beneficiaries' medical conditions rendered them incapable of operating a manual wheelchair; and
- c. the beneficiaries suffered from a neurologic or muscular disease/condition that resulted in severe weakness of the upper extremities;

**Health Care Fraud**

5. Beginning in or about October 2001, and continuing thereafter to in or about May 2003, in the Houston Division of the Southern District of Texas, the defendants

ANANT MAUSKAR  
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ITA JOHN OBOT

identified in the specific counts below, did knowingly and willfully execute and attempt to execute a scheme and artifice to defraud a health care benefit program and to obtain by means of material, false and fraudulent pretenses, representations, and promises, any of the money and property owned by, and under the custody and control of, a health care benefit program in connection with the delivery of and payment for health care benefits, items, and services, to wit; on or about the below listed dates, the defendant caused to be submitted false and fraudulent claims to Medicare for services in connection with the authorization and approval of beneficiaries to receive a power wheelchair in the amounts indicated below:

Ct	Defendant	Patient Medicare/ Medicaid	Medicare/Medicaid Claim #	Date of Service	Amount Billed
2	Anant Mauskar Nadine Norman	5381A	452802116323	4/22/02	\$550.00
3	Ita John Obot	5381A 515978929	102119880720000 102119880721000 102119880722000 103049881659000 200213959333978 200213959337587 200213959342468	04/24/02	\$10,378.46
4	Anant Mauskar Nadine Norman	1465A	452202134784	4/23/02	\$720.00

5	Ita John Obot	1465A	10211988070000 102119880701000 102119880702000 103049881387000	4/24/02	\$10,773.46
6	Anant Mauskar Nadine Norman	0541A	452802127524	4/23/02	\$320.00
7	Ita John Obot	0541A	102133881559000 102133881560000 102133881561000 103049881389000 103049881390000	4/24/02	\$10,873.46
8	Anant Mauskar Nadine Norman	5977A	452802122229	4/23/02	\$675.00
9	Ita John Obot	5977A 504910018	102119880717000 102119880718000 102119880719000 103049881646000 200213959334772 200213959336747 200213959346111	4/24/02	\$10,173.00
10	Anant Mauskar Nadine Norman	0467B	452802129463	4/26/02	\$750.00
11	Ita John Obot	0467B	102135863589000 102135863590000 103049881785000 103049881786000	4/26/02	\$9,468.46
12	Anant Mauskar Nadine Norman	2533A	452202148620	4/26/02	\$550.00
13	Ita John Obot	2533A 509612824	102135863597000 102135863598000 102135863599000 103049881867000 103049881868000/ 200306813988730 200306813996364	5/05/02	\$10,873.46
14	Anant Mauskar Nadine Norman	7963W	452802198002	5/20/02	\$750.00



15	Ita John Obot	7963W	102161883988000 102161883989000 102161883990000 103049881748000	5/20/02	\$10,773.46
16	Anant Mauskar Nadine Norman	9654A	452202148620	5/23/02	\$800.00
17	Ita John Obot	9654A	102178861082000 102178861083000 102178861084000 103049881951000 103049881952000	6/04/02	\$10,873.46
18	Anant Mauskar Nadine Norman	9339A	452802193165	7/10/02	\$550.00
19	Ita John Obot	9339A 504456519	102246920991000 102246920992000 103049881893000 103049881894000 200226581743996 200226581777034	7/23/02	\$10,873.46
20	Anant Mauskar Nadine Norman	8820A	452802197561	7/15/02	\$800.00
21	Ita John Obot	8820A 515127033	102241855269000 102246920926000 102246920926000 102246920928000 200225880486524 200226581740921 200226581745888 200226581767460	7/23/02	\$9,538.48
22	Anant Mauskar Nadine Norman	4893A	452802197561	7/15/02	\$475.00
23	Ita John Obot	4893A	102241855281000 103049881766000	7/23/02	\$9,898.46
24	Anant Mauskar Nadine Norman	4410A	452202221903	7/16/02	\$525.00
25	Ita John. Obot	4410A	102241855247000 102246920881000 102246920882000 103049881413000 103049881414000	7/23/02	\$10,873.00

26	Anant Mauskar Nadine Norman	0921A	452802200112	7/17/02	\$375.00
27	Ita John Obot	0921A	102260879717000 102260879718000 102260879719000 102260879720000	9/05/02	\$9,833.46
28	Anant Mauskar Nadine Norman	5611A	452802105763	4/4/02	\$775.00
29	Aniefiok Eking	5611A	102099861968000 102099861969000	4/04/02	\$8,268.50
30	Anant Mauskar Nadine Norman	3570A	452802116323	4/19/02	\$750.00
31	Aniefiok Eking	3570A	102116810522000 102116810523000	4/19/02	\$8,614.50
32	Anant Mauskar Nadine Norman	7238A	452802116323	4/19/02	\$750.00
33	Anant Eking	7238A	102112826573000 102112826574000	04/19/02	\$9,235.40
34	Anant Mauskar Nadine Norman	3104A	452202134784	4/29/02	\$450.00
35	Aniefiok Eking	3104A	102121824077000 102121824078000	4/30/02	\$9,235.40
36	Anant Mauskar Nadine Norman	0648A	452802136450	4/29/02	\$175.00
37	Aniefiok Eking	0648A	102123810907000 200213959341362	4/30/02	\$8,554.40
38	Anant Mauskar Nadine Norman	2157A	452802140062	5/20/02	\$800.00
39	Aniefiok Eking	2157A	102129812907000	5/08/02	\$8,555.40
40	Anant Mauskar Nadine Norman	6758D	452802140063	5/02/02	\$750.00
41	Aniefiok Eking	6758D 511770167	102129812914000 102129812915000 200214660630992 200214660636871 200214660639514 200214660642164	5/08/02	\$9,235.40

42	Anant Mauskar Nadine Norman	3144B	452802141216	5/15/02	\$675.00
43	Aniefiok Eking	3144B	102148898110000	5/16/02	\$8,555.40
44	Anant Mauskar Nadine Norman	4021B	452802183296	6/27/02	\$610.00
45	Aniefiok Eking	4021B	102205813060000 102205813061000 102205813062000	7/15/02	\$9,610.40
46	Anant Mauskar Nadine Norman	3598D	452802210634	7/25/02	\$750.00
47	Aniefiok Eking	3598D 225709601	102225813376000 102225813377000 200224478120663 200225880493173	8/09/02 9/07/02 9/21/02	\$9,235.40
48	Anant Mauskar Nadine Norman	6887A	452202221903	8/01/02	\$600.00
49	Aniefiok Eking	6887A 520327139	102226813409000 102226813410000 200224478119690 200225880434581	8/09/02 9/07/02 9/21/02	\$9,235.40
50	Anant Mauskar Nadine Norman	9055A	452802242721	8/27/02	\$675.00
51	Aniefiok Eking	9055A	102256815875000 102256815877000	8/30/02	\$9,235.40
52	Anant Mauskar Nadine Norman	9055B	452802242721	8/27/02	\$875.00
53	Aniefiok Eking	9055B	102261815168000 102261815169000	8/30/02	\$9,235.40
54	Anant Mauskar Nadine Norman	5041A	452802242721	8/27/02	\$875.00
55	Aniefiok Eking	5041A	102256815887000 102256815888000	8/30/02	\$9,235.40
56	Anant Mauskar Nadine Norman	9110A	452802204488	7/18/02	\$675.00
57	Aniefiok Eking	9110A	102275883892000 102275883893000 102275883894000	7/18/02	\$9,679.26

58	Anant Mauskar Nadine Norman	9110B	452802204488	7/18/02	\$750.00
59	Aniefiok Eking	9110B	102275883889000 102275883890000 102275883891000	7/18/02	\$9,679.26
60	Anant Mauskar Nadine Norman	3389A	452802210635	7/23/02	\$750.00
61	Aniefiok Eking	3389A	102305864376000 102305864377000 102305864378000	7/23/02	\$9,474.26
62	Anant Mauskar Nadine Norman	8027A	452802210634	7/24/02	\$800.00
63	Aniefiok Eking	8027A	102275883847000 102275883848000 102275883849000	7/24/02	\$9,679.26
64	Anant Mauskar Nadine Norman	5421A	452802260405	8/21/02	\$1,300.00
65	Aniefiok Eking	5421A	102275883869000 102275883870000 102275883871000	8/21/02	\$9,679.26
66	Anant Mauskar Nadine Norman	4948A	452902259166	8/22/02	\$1,325.00
67	Aniefiok Eking	4948A	102275883980000 102275883981000 102275883982000	8/22/02	\$9,679.26
68	Anant Mauskar Nadine Norman	3743A	452902259166	8/22/02	\$800.00
69	Aniefiok Eking	3743A	102275884046000 102275884047000 102275884048000	8/22/02	\$9,549.26
70	Anant Mauskar Nadine Norman	3161A	452802259541	8/23/02	\$1,225.00
71	Aniefiok Eking	3161A	102275883956000 102275883957000 102275883958000 102275883959000	8/23/02	\$10,339.26

72	Anant Mauskar Nadine Norman	8193M	452802241601	8/23/02	\$450.00
73	Aniefiok Eking	8193M	102275884023000 102275884024000 102275884025000	8/23/02	\$9,679.26
74	Anant Mauskar Nadine Norman	4773A	452802249076	8/23/02	\$425.00
75	Aniefiok Eking	4773A	102275884043000 102275884044000 102275884045000	8/23/02	\$9,604.26
76	Anant Mauskar Nadine Norman	5361A	452802270223	9/23/02	\$1,375.00
77	Aniefiok Eking	5361A	102305864280000 102305864281000 102305864282000	9/23/02	\$9,679.26

In violation of Title 18 United States Code, Section 1347.

**COUNTS SEVENTY-EIGHT THROUGH EIGHTY-NINE**

**(Anti-Kickback statute-receive)**

**42 U.S.C. §1320a-7b(b)(1)(A)**

1. On or about the dates alleged below, in the Houston Division of the Southern District of Texas and elsewhere, the defendants

ANANT MAUSKAR  
NADINE MARIE NORMAN  
LORINE ROSHAWN HAWTHORNE  
PAMELA EUNICE RUSSELL

knowingly, intentionally and willfully solicited and received remuneration, including a kickback, bribe and rebate, directly and indirectly, overtly and covertly, in cash and in-kind in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item or service for which payment may be made in whole and in part under a Federal health care

program; that is, the defendants received remuneration from ANIEFIOK EKING, not a defendant herein, and the DME supplier listed below for Medicare and Medicaid patient referrals and signing a CMN authorizing and approving a patient to receive a power wheelchair:

Count	DME/Supplier	Patient Medicare/ Medicaid #	Date	Amount
78	Medical Equipment and Supplies	3104A	4/19/02	\$200
79	Medical Equipment and Supplies	2157A	5/2/02	\$200
80	Medical Equipment and Supplies	3598D/225709601	7/25/02	\$200
81	Medical Equipment and Supplies	3144B	5/15/02	\$200
82	Mescorp	8027A	7/24/02	\$200
83	Mescorp	3389A	7/23/02	\$200
84	Medical Equipment and Supplies	9055A	8/27/02	\$200
85	Medical Equipment and Supplies	9055B	8/27/02	\$200
86	Mescorp	3743A	8/22/02	\$200
87	Mescorp	4773A	8/23/02	\$200
88	Mescorp	5041A	8/27/02	\$200
89	Mescorp	5361A	9/23/02	\$200

In violation of Title 42, United States Code, Section 1320a-7b(b)(1)(A).

**COUNTS NINETY THROUGH ONE HUNDRED-ONE**  
**(Anti-Kickback statute-offer or pay)**  
**42 U.S.C. §1320a-7b(b)(2)(A)**

1. On or about the dates alleged in the counts below, in the Houston Division of the Southern District of Texas and elsewhere, the defendant

**ANIEFIOK JIMMY EKING**

knowingly, intentionally and willfully offered and paid remuneration, including a kickback, bribe and rebate, directly and indirectly, overtly and covertly, in cash and in-kind in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item or service for which payment may be made in whole and in part under a Federal health care program; that is, the defendant paid remuneration to the individuals listed below, not defendants herein, for recruiting patients and for the signing of CMN's authorizing and approving a patient to receive a power wheelchair:

Count	Individuals	Patient Medicare #	Date	Amount
90	L. Hawthorne, N. Norman, A. Mauskar	3104A	4/19/02	\$200
91	N. Norman, A. Mauskar	2157A	5/2/02	\$200
92	P. Russell, N. Norman, A. Mauskar	3598D	7/25/02	\$200
93	L. Hawthorne, N. Norman, A. Mauskar	3144B	5/15/02	\$200
94	P. Russell, N. Norman, A. Mauskar	8027A	7/24/02	\$200
95	P. Russell, N. Norman, A. Mauskar	3389A	7/23/02	\$200
96	L. Hawthorne, N. Norman, A. Mauskar	9055A	8/27/02	\$200
97	L. Hawthorne, N. Norman, A. Mauskar	9055B	8/27/02	\$200
98	N. Norman, A. Mauskar	3743A	8/22/02	\$200
99	N. Norman, A. Mauskar	4773A	8/23/02	\$200
100	N. Norman, A. Mauskar	5041A	8/27/02	\$200
101	N. Norman, A. Mauskar	5361A	9/23/02	\$200

**In violation of Title 42, United States Code, Section 1320a-7b(b)(2)(A).**

## **NOTICE OF CRIMINAL FORFEITURE**

Pursuant to Title 18, United States Code, Section 982(a)(7), as a result of the commission of a violation of 18 U.S.C. §§ 1347 and 371, notice is given that defendants

ANANT MAUSKAR  
NADINE NORMAN  
ANIEFIOK JIMMY EKing  
LORINE HAWTHORNE  
PAMELA RUSSELL  
ITA JOHN OBOT

shall forfeit all property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of a Federal health care offense; and

Pursuant to Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C), the United States gives notice that defendants

ANANT MAUSKAR  
NADINE NORMAN  
ANIEFIOK JIMMY EKing  
LORINE HAWTHORNE  
PAMELA RUSSELL  
ITA JOHN OBOT

shall forfeit all property which constitutes or is derived from proceeds traceable to a violation of 42 U.S.C. § 1320;

including, but not limited to the following property:

1. Approximately \$6,000,000 United States Dollars;
2. 2002 Mercedes Benz S600V, VIN WBDNG78J32A235477;
3. 2002 Lexus LX470, VIN JTJHT00W423515094; and
4. all funds on deposit in Houston Community Bank Account number and account holder:  
  
9111394/ Jimmy A. Eking



40940/ Jimmy A. Eking

In the event that the property which is subject to forfeiture to the United States, as a result of any act or omission of the defendant:

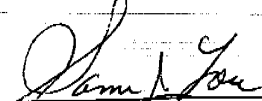
- (1) cannot be located upon exercise of due diligence;
- (2) has been placed beyond the jurisdiction of the Court;
- (3) has been transferred or sold to, or deposited with  
a third party;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States to seek forfeiture of any other property of the defendant up to the value of such property, pursuant to Title 21 United States Code, Section 853(p), made applicable to these offenses by Title 18, United States Code, Section 982(b)(1).

A TRUE BILL

  
FOREPERSON

MICHAEL T. SHELBY  
UNITED STATES ATTORNEY

by   
Samuel J. Louis  
Assistant United States Attorney